

THE VILLAGE OF MOUNT PROSPECT

LANDLORD - TENANT RIGHTS SUMMARY

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Exhibit No.

Witness

Date 3/31/04 Report

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WHAT IS THE PURPOSE OF THIS DOCUMENT?

[Sec. 23.1801]

•This document was created to clearly explain the rights and obligations of the landlord and the tenant when renting an apartment in the Village. It may be used as a guide to better understand Article XVIII, Residential Landlord and Tenant Regulations of the Village Code. For specific information, please consult Article XVIII before taking action. Advice of legal council is also recommended.

WHAT UNITS ARE COVERED BY THE ORDINANCE?

[Sec. 23.1802]

•The rights, obligations, and remedies set forth in this document apply to multi-family rental housing throughout the Village.

WHAT UNITS ARE NOT COVERED BY THE ORDINANCE?

[Sec. 23.1802] and [Sec. 23.1814]

- The landlord and tenant rights ordinance applies to all rental properties except:
 - 1) Residence at a public or private medical, geriatric, educational, religious, nursing or retirement institution;
 - 2) Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
 - 3) Residential care home.
 - 4) Hotel or motel.
 - 5) Rental of a single family home.
- Interior inspections are not required in apartment buildings that are less than ten (10) years old.

RENTAL AGREEMENTS

[Sec. 23.1804] and [Sec. 23.1807]

- The landlord and tenant may include rental agreement terms and conditions other than those included in this document.
- All rental agreements between landlords and tenants must be in writing, dated and signed by both parties. Signed copies must be presented to both parties at the time of signing.
- Rent must be payable without demand or notice at the time and place agreed upon by the parties.
- If a tenant is not set in a written lease, the tenancy shall be week to week if the tenant pays weekly rent, and month to month if the tenant pays monthly rent.
- The lease must notify the tenant that the unit is subject to regular inspection and/or investigation of complaints of violation.
- If a landlord fails to sign the lease, but the landlord accepts the rent, then the terms of the lease are effective.
- If a tenant fails to sign the lease, but the tenant pays the rent, then the terms of the lease are effective.
- No lease may contain any of the following terms:
 - 1) Waiver of rights or remedies set forth in the Village Code;
 - 2) Permission to the landlord to plead the tenant guilty in court;
 - 3) Excuse or protect the landlord or tenant from any legal obligation or the costs connected to that obligation.
- The landlord must provide the tenant with 30 days written notice before terminating a lease. The tenant must leave on or before the 30th day or the end of the lease, whichever comes last.
- If the landlord fails to provide the required written notice, the lease is not terminated until the tenant has been given 30 days written notice.
- A landlord's right to terminate a lease is waived only if there is written proof, signed and dated by both parties, that the landlord accepted rent from a tenant who has violated the terms of the lease.
- A copy of this document and the Village's occupancy requirements must be given to the tenant along with the lease.

TENANT OBLIGATIONS

[Sec. 23.1805]

The tenant shall:

- Comply with all obligations imposed specifically upon tenants by the Municipal code.
- Keep the unit safe and clean.
- Use all equipment and facilities in a reasonable manner.
- Not disturb other residents.
- Allow the landlord reasonable access to the unit.
- The tenant may not rent or sublet the unit or a portion of the unit so long as the tenant also occupies the unit for more than one day in a 30 day period.

LANDLORD OBLIGATIONS

[Sec. 23.1806]

- Interest must be paid on security deposits or prepaid rent in developments of more than 25 units and within 30 days of the end of the lease.
- A landlord must return all security deposits and interest minus unpaid rent and the actual cost of repairs, within 45 days from the date the tenant vacates the dwelling unit.
- An itemized list of the repair costs subtracted from the security deposits must be provided within 30 days.
- When requested, a walk through inspection shall be made by the landlord and tenant before the lease begins and again before it ends.
- At the start of a lease, the landlord is required to provide the tenant with the current:
 - 1) Name, address, and phone number of the owner or manager.
 - 2) Owner or name of the person authorized to receive legal notices, and written complaints.

- If the agent fails to provide the above information, then the agent is personally responsible.
- Landlord must tell prospective and renewing tenants, in writing, about recent and current building code violations.
- The landlord must maintain the property in compliance with all applicable provisions of the Village code and promptly make all repairs to fulfill this obligation.
- The landlord and tenant may agree that a tenant will make repairs or maintain the property, if it does not diminish the landlord's obligation to this or other tenants. The agreement must be in writing and signed by both parties.
- If the landlord sells the unit or complex, and properly notifies the tenant, the landlord or manager is no longer liable for the terms of the lease. However, the landlord is responsible for returning any money or property withheld as a security deposit or as prepaid rent.
- If requested, the landlord must provide a written receipt of any payment made (i.e., rent, security deposits, etc.).

APARTMENT RULES

[Sec. 23.1806]

- The landlord can make rules concerning the tenant's use and occupancy of the unit, if the rules:
 - 1) Are intended for the general benefit or improvement of the unit or complex;
 - 2) Are reasonably related to the purpose for which they were intended;
 - 3) Apply to all tenants in the complex;
 - 4) Fairly notify the tenant of what is expected of them;
 - 5) Are not used to excuse the landlord from any obligations;
 - 6) Are attached to the lease so that the tenant has notice of them at the time he/she signs the lease;
- If a rule is altered or adopted after a tenant signs a lease it is not enforceable unless the tenant consents to it or state or federal law requires the change.

LANDLORD'S RIGHT OF ACCESS

[Sec. 23.1806] and [Sec. 23.1811]

- The landlord shall not abuse the right to access to the rental unit or use it to harass the tenant. Except in cases of emergencies, the landlord must give the tenant reasonable notice before he/she may enter the unit:
 - 1) To conduct inspections;
 - 2) With the Village during annual license inspections or during the investigation of a complaint;
 - 3) To make repairs;
 - 4) To supply necessary services;
 - 5) To show the unit to prospective buyers, mortgagees, tenants, or trades;
- If a tenant refuses to allow lawful access, the landlord may obtain an injunction to allow access or terminate the lease. The landlord may sue for possession and up to 2 months' rent and any damages the court may award.
- If the landlord makes an unlawful entry or lawful entry in a harassing manner, the tenant may obtain an injunction to prevent access or terminate the lease. The tenant may sue for possession and up to 2 months' rent and any damages the court may award.
- Any person found guilty of violating this Section shall be fined not less than \$200.00 and not more than \$500.00. Each day that the violation continues shall be considered a separate offense and fined accordingly.

LANDLORD REMEDIES

[Sec. 23.1807] and [Sec. 23.1808]

- If all the rent is not paid after a landlord's five day notice, the tenant can be evicted.
- If a landlord's ten day notice to correct a lease breach is ignored, the tenant can be evicted and also sued for the rest of the rent.
- If the tenant breaks the building code or fails to keep the unit clean, safe, or disturbs neighbors, or does some sort of mischief to the building, the landlord can enter the unit, fix the problem and charge the tenant.
- If the lease is terminated, the landlord can take the tenant to court to recover any lost property or money.
- The landlord may sue for possession if:
 - 1) A violation of code was caused by the tenant, the tenant's family or guest; or
 - 2) The tenant is overdue on rent.
- If the tenant refuses to leave the unit after the lease has been terminated, the landlord may sue for possession and up to 2 months' rent and any damages the court may award.

ABANDONED UNITS

[Sec. 23.1807]

- If the tenant is absent from the unit for 10 or more consecutive days without notifying the landlord, it will be assumed that the tenant has abandoned the unit.
- If the tenant abandons the rental unit, the landlord may:
 - 1) Terminate the lease and proceed in recovering lost costs in court.
 - 2) Attempt to rent the unit at the same price that the previous tenant had paid. If successful, the tenant is only responsible for the rent lost while the unit was unoccupied. If unsuccessful, the tenant is responsible for paying rent for the remainder of the lease. In addition the tenant is responsible for advertising and reasonable redecorating costs.

•The landlord may dispose of abandoned property any way that he/she sees fit. If the items are sold, any profit from the sale should be credited to the tenant's outstanding debt.

TENANT REMEDIES

[Sec. 23.1808] and [Sec. 23.1804]

•If the landlord fails to honor any of the obligations set forth in the lease or by the Village Code, the tenant can recover any damages in a court of law.

•The tenant can give the landlord notice that the lease will be broken if:

- 1) Through no fault of the tenant, the tenant's family, or guests the landlord does not abide by the lease; or
- 2) The landlord does not provide a habitable dwelling.

•If the tenant lawfully terminates the lease, the landlord must return all security deposits, prepaid rent, and interest to the tenant.

•If the unit is not ready when the lease begins, the rent stops and the tenant may:

- 1) Upon 5 days notice, break the lease.
- 2) Sue the landlord for possession and damages.

•If the landlord purposely prevents the unit from being ready, it is possible for the tenant to sue for up to 2 months' rent.

•Unlawful lease terms cannot be enforced. The tenant can sue the landlord for actual damages or two months' rent if the landlord tries to enforce illegal clauses.

•If a court finds the terms of a lease to be unjust the court may grant the following relief:

- 1) Negation of the lease;
- 2) Negation of the unjust provision only; or
- 3) Limit the application of any provision to avoid an unjust result;
- 4) Such other relief as the court deems proper.

FAILURE TO PROVIDE ESSENTIAL SERVICES

[Sec. 23.1808]

•If gas, electric, heat, water, or sewer are not provided as required by the lease, or there is an immediate danger to the tenants through no fault of the tenant or his family or guests, the tenant may give the landlord notice requesting repair of the service or require that the landlord provide substitute housing at the landlord's expense.

•If the landlord fails to restore service or provide substitute housing within 36 hours of receiving the notice, the tenant may:

- 1) Have the repairs made, upon presenting paid receipts to the landlord, deduct the cost from the rent.
- 2) File suit against the landlord and recover damages based on the reduced value of the unit.
- 3) Find substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof.

•If the Village or any department of the Village spends money to remedy the situation, the Village shall have a lien for those funds on any amount recoverable by the tenant from the landlord.

•If the landlord fails to correct a violation cited by the Village and such failure renders the premises not reasonably fit and habitable, the tenant may:

- 1) Following proper notice, withhold from the monthly rent an amount which reflects the reduced value of the premises, but not exceeding 75% of the rent. Notice of 7 days is required.
- 2) If after 21 days from the giving of notice the matter has not been resolved, the landlord or tenant may recover damages in a court of law.

•A tenant may not withhold rent if the code violations were created by the tenant, the tenant's family, or guest.

•In the event that violations are present in a common area, the Village may contact each affected tenant by mail.

•In the event that action is taken by the landlord, the tenant can file a counterclaim.

FIRE OR CASUALTY DAMAGE

[Sec. 23.1808]

•If the tenant, tenant's family, or guests are not responsible for fire or accident, the tenant may:

- 1) Stay in the unit, if it is legal, but if the tenant stays and is denied use of a portion of the unit through damage, he/she may reduce his/her rent to reflect the reduced value of the unit.
- 2) Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
- 3) Agree to accept alternate housing provided by the landlord, if available.

•If the lease is terminated on account of fire or other casualty, the landlord must return all security deposits, prepaid rent, and interest to the tenant. When calculating rent, the termination date should be same as the date of the fire.

RETALIATORY CONDUCT

[Sec. 23.1809]

•A landlord cannot take retaliatory action against a tenant because a tenant:

- 1) Complains or testifies in good faith to governmental agencies or officials charged with the responsibility for the enforcement of such code; or
- 2) Complained to the landlord of a violation under subsections 23.1806C4 or D; or
- 3) Organized or became a member of a tenant association or similar organization; or
- 4) Exercised or attempted to exercise any right or enforce any remedy granted to him under this document.

•If the landlord violates this clause, the tenant has the right to sue for possession or terminate the lease. The tenant may recover up to 2 months' rent and any damages the court may award. If the lease is terminated under this section the landlord must return all security deposits, interest, and prepaid rent.

LOCKOUTS

[Sec. 23.1811]

•It is illegal for a landlord to lock out a tenant, or change the locks, or remove doors of a rental unit, or to cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.

•This section does not apply where:

- 1) A landlord follows Illinois laws pertaining to forcible entry and eviction; or
- 2) A landlord follows State laws pertaining to late rent and shows the Village Manager proof that a law suit has been filed; or
- 3) A landlord is acting on a court order; or
- 4) A landlord does so in an effort to make necessary repairs; or
- 5) The rental unit has been abandoned.

•If a court finds the landlord guilty of such a violation, the tenant is entitled to recover possession of the unit and/or all personal property, and may be awarded up to 2 months' rent and any damages awarded by the court or the tenant may terminate the lease by sending written notice to the landlord within 3 days of the violation. If the lease is terminated, the landlord must return all security deposits, interest, and prepaid rent.

CIVIL ACTION BY VILLAGE TO ENFORCE COMPLIANCE

[Sec. 23.1812]

•If it is found that a landlord or tenant is violating any provision of the Village Code, the Village may bring a civil action and have the right to one or more of the following: a permanent or temporary injunction, restraining order, the appointment of a receiver, and damages.

LICENSE TO OPERATE MULTI-FAMILY STRUCTURES

[Sec. 23.1813]

•A license is required for a landlord to operate a multi-family rental structure.

•It is illegal for a tenant or landlord to sign a lease for a unit within a complex or building that is not licensed or whose license has been revoked.

•It is illegal for any person to occupy, renew a lease, offer for rent, or permit occupancy of a vacant building that is not licensed or whose license has been revoked.

INSPECTIONS BY THE VILLAGE

[Sec. 23.1814]

•An inspection group of 20% of the interior of all units will be inspected each year and all units inspected every five years.

•An incentive schedule will be available for buildings which have no deficiencies in the following manner:

- a) 12 or fewer units in an inspection group, no inspections in the following licensing year;
- b) 13-19 units, 1 unit inspected;
- c) 20 or more units, 5% of all units inspected.

•Incentive schedule will be in effect only while the minor deficiencies found are corrected in a timely manner.

•Deficiencies can be found during routine inspections or service requests.

•A license may be denied if the property fails an inspection.

•The owner will be given 30 days notice before an inspection. The owner is required to provide the tenant with 72 hour notice before an inspection.

•If the owner, tenant, or other agent refuses an inspection upon approval of the Village Manager the inspector will obtain an administrative warrant to authorize inspection.

REVOCATION OR DENIAL OF LICENSE

[Sec. 23.1817]

•If a license is revoked or denied, the inspector will notify the property owner and all residents of the building(s) that no leases can be renewed and no new leases can be signed until the building is properly licensed.

EFFECTIVE DATE

[Sec. 23.1821]

•This document shall apply to all leases or renewals signed after June 1st, 1997.

CALCULATING OCCUPANCY LIMITS

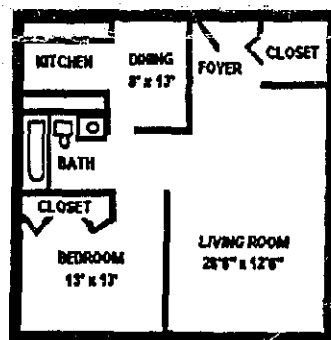
As a guideline, at least 50 square feet of bedroom floor area is required for each occupant. To determine the square footage: multiply the length of the bedroom by the width of the bedroom, **DO NOT INCLUDE CLOSETS**. Each bedroom should be measured individually. The specific requirements and a sample calculation is provided below.

# of occupant	Square footage	Approx. Room Size
1 occupant	70 sq. ft	8 X 9
2 occupants	100 sq. ft	10 X 10
3 occupants	150 sq. ft	12.5 X 12.5

Sample Calculation:

The length of the bedroom is 13 feet.
The width of the bedroom is 13 feet.
13 feet X 13 feet = 169 square feet.

Based on this measurement this apartment will permit a maximum occupancy of 3 people.



12/11/97

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